

## *IMPORTANT INFORMATION – PLEASE READ*

By submitting your video (such video and all materials relating to it and all trademarks, trade names, and the names and likenesses of any individuals that appear being the "Materials"), you and any person included in the video, including without limitation, any voices that are heard on the video (collectively referred to as "You" or "Your", as applicable, are agreeing to the following:

- You hereby grant to Eleventh Hour Films Limited ("EHF", which term includes its affiliates, assignees and licensees), a non-exclusive, worldwide, royalty-free perpetual right and license to (a) reproduce, distribute, transmit, publicly perform and publicly display the Materials, in whole or in part, in any manner and media, including in all marketing materials and on EHF's social media channels and partner media channels (b) modify, adapt, translate and create derivative works from the Materials, in whole or in part, in any manner and media, and (c) sublicense the foregoing rights, in whole or in part, to any third party, with or without a fee use the Materials the names and likenesses of any individuals that appear in the Materials worldwide in any and all media.
- You agree that EHF shall be under no obligation to make any use of the Materials and shall not be liable to You in the event that the Materials are not used and You agree that EHF shall not be liable for any third-party use of the Materials.
- You waive any moral rights in respect of the Materials.
- You waive any right to injunct, enjoin or restrain the use by EHF of the Materials.

You acknowledge that EHF shall collect, use and otherwise process certain personal data relating to You in accordance with Appendix 1 attached to the Disclaimer [here](#).

- HOW INFORMATION ABOUT YOU WILL BE USED:
  1. Personal data which you supply throughout the casting process to EHF about yourself (including but not limited to information about your health and any previous criminal convictions) will be used in a number of ways, for example:
    - for selecting potential contributors to take part in and appear on the relevant television series ("the Programme").
    - to assess whether you are a suitable contributor in relation to the Programme.
    - to safeguard your welfare during participation in the Programme.

- to develop, produce and publicise the Programme and
  - (if you are selected to participate in the Programme) to broadcast and distribute the Programme and exploit all allied and ancillary rights including but not limited to video, DVD, online, books and magazines.
2. EHF will not publish your address or contact details.
  3. Your personal data will be shared with: members of the Programme production team and relevant staff at the broadcaster of the Programme as well as EHF's insurers as well as the broadcaster's insurers, where deemed necessary
  4. EHF will ensure that any information provided for the purpose of producing the Programme will be used in accordance with the Data Protection Act 1998.
  5. All information will be kept secure and treated as confidential and will only be disclosed with your permission (including any permissions you give here or in the rest of the application process). In submitting this application form you are consenting to EHF using your personal information as set out in this section.
  6. You have the right of access to the information held and used by EHF. If at any point you want to update your contact details please email EHF at alexrider@eleventhhourfilms.co.uk and EHF will amend or remove your personal information from its records.
  7. Unless you specifically agree to be contacted by EHF your personal information will not be used for any other direct commercial purposes including direct marketing.